IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
WRIT PETITION NO. 1783 OF 2002

National Association for the Blind... Petitioner

Versus

Mr. Vilas L. Sawant and anr. ... Respondents

Mr. J.P. Cama, Sr. Advocate i/by M/s. RMG Law Associates for Petitioner.

Mr. Rajesh Gehani for Respondents.

CORAM : F.I. REBELLO,J.
DATED : AUGUST 31, 2005

P.C.

. After the matter was heard for some time, respondent who is present in person and his advocate and on behalf of the Petitioner their learned counsel, make a statement that they have orally settled the matter and that the court be pleased to pass order in terms of the oral settlement which have been arrived at by recording the same.

. In terms of the settlement the order of dismissal dated 16.5.1992 be treated as order of termination. The order of 1.3.2001 of the Tribunal directing reinstatement with 50% backwages consequently is set aside and in lieu thereof Petitioner will be paid various amounts which are set out as under :

1) Respondent will pay to the Petitioenr as gratuity a sum of Rs.16615/-;

2) Respondent will also pay as retrenchment compensation a sum of Rs.16,615/-;

3) Respondent will pay a sum of Rs.2,400/- as notice pay;

4) For the financial years 1992-93 to the year 2000-1st March, 2001 petitioner will be paid as ex gratia a sum of Rs.48,671/- for each financial year;

5) The said amount will be paid in four instalments. The installment will be paid as under:

. A sum of Rs.1,25,000/- will be paid on or before 30.9.2005.

. The second, third and forth installment of Rs.1 lac. each will be paid on or before 31st Oct, 30th November and 31st December, 2005.

. The respondent has accepted the amount in full and final settlement of his claim. Needless to that the respondent will be entitled to receive from the Office of the Provident fund Commissioner his dues upto 11.5.1990. Consequently the impugned award dated 11.3.2001 is set aside. Parties will be governed by the consent terms as set out

earlier.

. Rule made absolute accordingly. No order as to costs.

(F.I. REBELLO,J.)